

ORIGINAL

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
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DATE FILED: 8/4/21

BARBARA STEO

Plaintiff,

-against-

IKEA AND IKEA US RETAIL LLC as  
successor to IKEA NEW YORK, LLC, and  
KELLERMEYER BERGENSONS  
SERVICES, LLC

Defendants.

CIVIL ACTION NO.: 1:21-CV-02802

STIPULATION AND  
CONFIDENTIALITY AGREEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for the undersigned parties to the above entitled action, that the Frame Agreement between Kellermeyer Bergensons Services, LLC and IKEA US RETAIL LLC ("IKEA") and/or it's affiliates, as well as Kellermeyer Bergensons Services, LLC's and IKEA's safety materials are hereby deemed Proprietary and Confidential. In addition, the parties may identify additional materials as Confidential. "Confidential" means any information, document, or thing, or portion of any document or thing: (a) that contains trade secrets, competitively sensitive technical, marketing, financial, sales or other confidential business information, or (b) that contains private or confidential personal information, or (c) that contains information received in confidence from third parties, or (d) which the producing party otherwise believes in good faith to be entitled to protection.

All Confidential materials shall be used by the receiving Party solely for purposes of the prosecution or defense of this action, shall not be used by the receiving Party for any business, commercial, competitive, personal or other purpose, and shall not be disclosed by the receiving Party to anyone other than:

- a. Outside counsel (herein defined as any attorney at the Parties' outside law firms) and relevant in-house counsel for the Parties;
- b. Outside experts or consultants retained by outside counsel for purposes of this action, provided they have signed a non-disclosure agreement;
- c. Secretarial, paralegal, clerical, duplicating and data processing personnel of the foregoing;
- d. The Court and court personnel;
- e. Any deponent may be shown or examined on any information, document or thing designated Confidential if it appears that the witness authored or received a copy of it, was involved in the subject matter described therein or is employed by the Party who produced the information, document or thing, or if the producing Party consents to such disclosure;
- f. Vendors retained by or for the Parties to assist in preparing for pretrial discovery, trial and/or hearings including, but not limited to, court reporters, litigation support personnel, jury consultants, individuals to prepare demonstrative and audiovisual aids for use in the courtroom or in depositions or mock jury sessions, as well as their staff, stenographic, and clerical employees whose duties and responsibilities require access to such materials; and
- g. The Parties. In the case of Parties that are corporations or other business entities, "Party" shall mean executives who are required to participate in decisions with reference to this lawsuit.

Confidential materials, copies thereof, and the information contained therein, shall not be disclosed in any manner to any other individual, until and unless (a) counsel for the Party asserting confidentiality waives the claim of confidentiality, or (b) the Court orders such disclosure.

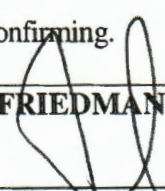

With respect to any depositions that involve a disclosure of Confidential material of a Party to this action, such Party shall have until thirty (30) days after receipt of the deposition transcript within which to inform all other Parties that portions of the transcript are to be designated Confidential, which period may be extended by agreement of the Parties. No such deposition transcript shall be disclosed to any individual other than the individuals noted above and the deponent during these thirty (30) days, and no individual attending such a deposition shall disclose the contents of the deposition to any individual other than those described above during said thirty (30) days. Upon being informed that certain portions of a deposition are to be designated as Confidential, all Parties shall immediately cause each copy of the transcript in its custody or control to be appropriately marked and limit disclosure of that transcript.



Before filing any Confidential material or a deposition transcript referring to the Confidential material with the Court, a Party shall first bring a Motion for Leave to File Under Seal and obtain an Order. Alternatively, a party wishing to provide Confidential information to the Court shall provide it directly to the Judge for *in camera* review. A party who inadvertently files the Confidential material with the Court shall file a Motion to have it removed from the Court file within three (3) business days of learning of the disclosure.

Within thirty (30) days of the final conclusion of this litigation, each Party or other individual subject to the terms hereof shall be under an obligation to assemble and to return to the originating source or destroy the Confidential material, however, counsel may retain complete copies of all transcripts and pleadings including any exhibits attached thereto for archival purposes.

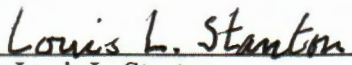
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding on a party so confirming.

<b>FRIEDMAN SANCHEZ, LLP</b>  By: Andrew M. Friedman, Esq. <i>Attorneys for Plaintiff,</i> <i>Barbara Steo</i> 16 Court Street, 26th Floor Brooklyn, NY 11241 Tel. (718) 797-2488 <u><a href="mailto:afriedman@friedmansanchez.com">afriedman@friedmansanchez.com</a></u>	<b>GOLDBERG SEGALLA LLP</b>  By: Todd R. Harris, Esq. <i>Attorneys for Defendant,</i> <i>IKEA US Retail LLC as successor to</i> <i>IKEA New York, LLC</i> 200 Garden City Plaza, Suite 520 Garden City, New York 11530 Tel (516) 281-9800 Fax (516) 281-9801 <u><a href="mailto:tharris@goldbergsegalla.com">tharris@goldbergsegalla.com</a></u>

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SO ORDERED:

  
Judge Louis L. Stanton

8/4/21